



O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036-6537

T: +1 212 326 2000
F: +1 212 326 2061
omm.com

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Mark W. Robertson
D: +1 212 326 4329
mrobertson@omm.com

VIA ECF

The Honorable Rachel P. Kovner
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Banco Santander (Brasil), S.A. v. American Airlines, Inc., Case No. 1:20-cv-03098

Dear Judge Kovner:

We represent Defendant American Airlines, Inc. ("American") in this matter. On July 10, 2020, Plaintiff Banco Santander (Brasil), S.A. ("Plaintiff") filed its Complaint (ECF No. 1). As Exhibit A to the Complaint, Plaintiff attached the "AAdvantage Program Participation Agreement by and between American Airlines, Inc., and Banco Santander (Brasil), S.A." (the "Agreement").

As indicated on the caption page of the Agreement, it is a confidential, current agreement between Plaintiff and American that was heavily negotiated and that, if disclosed, could harm American (or benefit its competitors) by impacting its future contract negotiations. The same is true of limited portions of the Complaint in which Plaintiff cites certain terms of the Agreement. Indeed, the Agreement itself contains strict confidentiality provisions prohibiting its disclosure—and includes a requirement that American be provided advance notice if disclosure is required to comply with a legal obligation so that it can seek a protective order, which Plaintiff did not provide here.

As a result, American intends to file a Motion to Seal as soon as practicable seeking to have the Complaint re-filed with limited redactions and the Agreement re-filed under seal. American has conferred with Plaintiff's counsel to determine if Plaintiff would agree and it does not.

Until the Court resolves this issue, American respectfully requests that the Complaint and Exhibit A be restricted from the public docket. Otherwise, the information can be obtained and American harmed even if it prevails on its Motion to Seal.

Thank you for your consideration of this urgent matter.



Sincerely,

/s/ Mark W. Robertson

Mark W. Robertson
of O'MELVENY & MYERS LLP